

# Hand-Delivered

## UNITED STATES DISTRICT COURT for the

Western District of North Carolina

OCT 04 2024

US DISTRICT COURT  
WESTERN DISTRICT OF NC

04 Division

Case No. 3:24-cv-891-FDW

(to be filled in by the Clerk's Office)

Dr. Mahdokht Behravan

*Plaintiff(s)*

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

Jury Trial: (check one)  Yes  No

Converse University

*Defendant(s)*

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

## COMPLAINT FOR A CIVIL CASE

### I. The Parties to This Complaint

#### A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	Dr. Mahdokht Behravan
Street Address	11134 Trevi Village Blvd. - #309
City and County	Charlotte, Mecklenburg Co.
State and Zip Code	North Carolina 28262
Telephone Number	864-909-3299
E-mail Address	behravan4@yahoo.com

**B. The Defendant(s)**

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (*if known*). Attach additional pages if needed.

## Defendant No. 1

Name	Converse University
Job or Title ( <i>if known</i> )	
Street Address	580 E. Main St.
City and County	Spartanburg, Spartanburg Co.
State and Zip Code	South Carolina 29302
Telephone Number	864-596-9213
E-mail Address ( <i>if known</i> )	hr@converse.edu

## Defendant No. 2

Name	
Job or Title ( <i>if known</i> )	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address ( <i>if known</i> )	

## Defendant No. 3

Name	
Job or Title ( <i>if known</i> )	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address ( <i>if known</i> )	

## Defendant No. 4

Name	
Job or Title ( <i>if known</i> )	
Street Address	
City and County	
State and Zip Code	
Telephone Number	

E-mail Address (*if known*) \_\_\_\_\_

**II. Basis for Jurisdiction**

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? (*check all that apply*)

Federal question       Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

**A. If the Basis for Jurisdiction Is a Federal Question**

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

**B. If the Basis for Jurisdiction Is Diversity of Citizenship**

1. The Plaintiff(s)

a. If the plaintiff is an individual

The plaintiff, (*name*) Dr. Mahdokht Behravan, is a citizen of the State of (*name*) North Carolina.

b. If the plaintiff is a corporation

The plaintiff, (*name*) \_\_\_\_\_, is incorporated under the laws of the State of (*name*) \_\_\_\_\_, and has its principal place of business in the State of (*name*) \_\_\_\_\_.

*(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)*

2. The Defendant(s)

a. If the defendant is an individual

The defendant, *(name)* \_\_\_\_\_, is a citizen of \_\_\_\_\_, Or is a citizen of \_\_\_\_\_.  
the State of *(name)* \_\_\_\_\_, \_\_\_\_\_  
*(foreign nation)* \_\_\_\_\_.

b. If the defendant is a corporation

The defendant, *(name)* Converse University, is incorporated under the laws of the State of *(name)* South Carolina, and has its principal place of business in the State of *(name)* South Carolina.  
Or is incorporated under the laws of *(foreign nation)* \_\_\_\_\_,  
and has its principal place of business in *(name)* \_\_\_\_\_.

*(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)*

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because *(explain)*:

Damages due to foreshortened career in Academia. Damages due to termination of Cancer Research with potential contracts with Pharmaceutical Companies. Punitive damages.

\$10.3M.

---

**III. Statement of Claim**

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

Dr. Behravan is Suing Converse University in U.S. District Court for Wrongful Termination.

A Timeline Summary of Events (see: Exhibit A) is included in an Addendum to this Document: Exhibits A-N.

Dr. Behravan was hired by Converse University as an Assistant Physics Professor on August 22, 2017 and held this position for six years. Dr. Behravan applied for Tenure and Promotion on August 31, 2022. Converse University notified Dr. Behravan of her November 16, 2022 Tenure Denial on January 30, 2023. (see: Exhibit B).

Dr. Behravan Appealed the Tenure Denial Decision to the Converse University Tenure Appeals Committee on February 08, 2023 and was Denied. Each and every argument made by Converse University in their November 16, 2022 Tenure Denial citing Dr. Behravan's substandard performance has been refuted by Dr. Behravan in her February 08, 2023 Request for Appeal (see: Exhibit C) with evidence taken directly from Converse's own Website, Official Emails, Internal Documents, and from Converse Archives.

Dr. Behravan filed a Discrimination and Retaliation Complaint with the EEOC on October 10, 2023. The EEOC issued a 90-day Notice of Right to Sue (Charge No. 436-2024-00074) on July 16, 2024. (see: Exhibit D).

#### 1. Discrimination. (Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act of 1967).

Dr. Behravan out-performed two fellow Applicants from her Division in the categories of Teaching, Research, and Mentorship. Both Colleagues were Granted Tenure unanimously: 7-0. Dr. Behravan was Denied Tenure unanimously: 0-7. Same Tenure Board. Same Date and Time. Both Colleagues are Younger, White Americans. Every member of the Tenure Committee was a White American. Every member in Dr. Behravan's chain of command was a White American. Dr. Behravan was replaced by a White American Man with inferior credentials (Master's in Education).

Dr. Behravan is Shia Muslim, an Immigrant from Iran (Middle Eastern), Dark-Complected, Accent, Woman, 60. (see: Title VII 1964, ADEA 1967).

Dr. Behravan produced 4x and 6x more Research Publications and Presentations respectively than her two Colleagues that were granted Tenure. (see: Exhibit E). Dr. Behravan's Cancer Research was Seminal - distinguishing Cancer Cells from Normal Cells electrically in vitro (see: Exhibit F) - with promising Pharmaceutical applications.

Dr. Behravan received the highest accolades in both Faculty and Student Teaching Reviews and Evaluations. (see: Exhibit G). Dr. Behravan's Charges went on to Graduate School in Medicine and Biology – studying and continuing their Research in Glasgow, Grenada, Las Vegas, San Francisco. They won National Awards for their Student Research with Dr. Behravan (Sullivan Award – see: Exhibit H) and presented their Research at prestigious International Conferences (MRS) and Published their Research in prestigious Journals (MRSA, IJONEST). (see: Exhibit I).

#### 2. Retaliation. (Americans with Disabilities Act of 1990, Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

Dr. Behravan was in 'opposition' to Converse's Mandate to Teach in-person for the second year of the Covid pandemic. She applied for a Waiver to teach remotely – a 'request for reasonable accommodation of a disability' (see: ADA 1990) - for that second year to protect her husband. Her husband suffers from Congenital Mitral Valve Sclerosis, Left Anterior Fascicular Block, and Cardiomegaly – a heart condition recognized by the CDC as a predisposition to adverse Covid effects. Converse's Director of Human Resources required Dr. Behravan to submit protected HIPAA information detailing her husband's heart condition to receive the Waiver. (see: Exhibit J). Only then did Converse grant the Waiver to teach remotely.

At that point, Converse's treatment of Dr. Behravan abruptly changed. New Physics Course Proposals and Syllabi submitted just before her protected HIPAA data was made available to Converse were left unaddressed. (see: Exhibit K). Requests for meetings with superiors went unanswered. Performance Reviews were delayed and downgraded. The Converse Faculty Handbook Contract with Dr. Behravan was contradicted to suppress any and all Objections at the Appeals Hearing – silencing Dr. Behravan. (see: Exhibit L).

And yet even after Dr. Behravan's Tenure was Denied, four of the seven Tenure and Promotion Committee Members that unanimously voted to Deny Dr. Behravan Tenure - acting in their roles as Academic Programming Advisers - continued to counsel their Students to enroll in Dr. Behravan's Physics Courses. And two of the three Appeals Committee Members did the same. And the President's wife. (see: Exhibit M).

How odd.

Converse then retaliated against Dr. Behravan by Denying Dr. Behravan Tenure to avoid its long-term financial obligations - a decision based on protected HIPAA information extorted from Dr. Behravan by threat of dismissal. (see: HIPAA 1996).

3. Breach of Contract. (SC Code of Laws, Section 41-01-110).

On November 15, 2022 Dr. Behravan was Officially Scheduled by the Converse University Provost to teach a full load (24 Credit Hours) for the entirety of the 2023-2024 Academic Year. (see: Exhibit N). As such, an implied Contract was offered to Dr. Behravan by the Provost of Converse University - and Dr. Behravan accepted this Contract.

On January 30, 2023 Dr. Behravan was informed by the Converse Provost that her pending Tenure Application was denied - effectively breaking her contract with Converse University. Further, by offering Dr. Behravan employment for the 2023-2024 Academic Year with Dr. Behravan's Tenure pending, Converse effectively implied a Tenure Compact with Dr. Behravan that was also breached.

The Converse University Faculty Handbook 2021-2022 is the Contract between Converse Faculty and Administration. This Contract is not 'conspicuously disclaimed' in the Handbook. (see: SC Section 41-01-110).

The Handbook clearly states:

'If an Assistant Professor is not granted tenure...association with the University will terminate.' (Section 2.c.2).

The Converse University Faculty Handbook 2021-2022 is included by Reference.

By Scheduling Dr. Behravan for the next Academic Year, Converse retained Dr. Behravan's services and did not terminate their association with her. Tenure was therefore an implied promise - codified by Converse's contractually binding Faculty Handbook - and Converse broke that contract with Dr. Behravan by Denying her Tenure Application.

Approximately 10 separate Documents concerning Dr. Behravan's Charges of Discrimination, Retaliation, and Breach of Contract have been presented to Converse University either directly or indirectly through the aforementioned EEOC Filing. These Documents are presented chronologically with the Timeline (see: Exhibit A) in the Addendum to this Filing. Each of these Documents in their entirety are also included by Reference.

---

#### IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

Damages due to foreshortened career in Academia: \$2.5M.  
\$125,000/year (incl. Health Insurance) x 20 years.

Damages due to termination of Cancer Research with potential Pharmaceutical Company contracts: \$1M.

Punitive Damages: \$6.8M.

Total: \$10.3M.

---

#### V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

##### A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 10/04/2024

Signature of Plaintiff



Printed Name of Plaintiff

Dr. Mahdokht Behravan

##### B. For Attorneys

Date of signing: \_\_\_\_\_

Signature of Attorney

\_\_\_\_\_

Printed Name of Attorney

\_\_\_\_\_

Bar Number

\_\_\_\_\_

Name of Law Firm

\_\_\_\_\_

Street Address \_\_\_\_\_

State and Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_